



COUNTY OF LOS ANGELES
DEPARTMENT OF PARKS AND RECREATION

"Parks Make Life Better!"

Russ Guiney, Director

John Wicker, Chief Deputy Director

Executive Offices • 433 South Vermont Avenue • Los Angeles, CA 90020-1975 • (213) 738-2961

December 09, 2014

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Dear Supervisors:

ADOPTED

BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

24 December 9, 2014


PATRICK O'GAWA
ACTING EXECUTIVE OFFICER

**APPROVAL OF THE JOINT USE AGREEMENT BETWEEN
THE COUNTY OF LOS ANGELES AND THE LOS ANGELES COMMUNITY
COLLEGE DISTRICT FOR USE OF EL CARISO PARK BASEBALL FIELDS NO. 3
AND NO. 5 AND LOS ANGELES MISSION COLLEGE PARKING STRUCTURE
(SUPERVISORIAL DISTRICT 3) (3 VOTES)**

SUBJECT

The purpose of the recommended action is to approve a new three-year Joint Use Agreement between the County of Los Angeles and the Los Angeles Community College District.

IT IS RECOMMENDED THAT THE BOARD:

1. Find the approval of the new three-year Joint Use Agreement between the County of Los Angeles and the Los Angeles Community College District categorically exempt from the California Environmental Quality Act for the reasons stated herein and the reasons reflected in the record of the Joint Use Agreement.
2. Find that the new Joint Use Agreement between the County of Los Angeles and the Los Angeles Community College District is needed to allow the Los Angeles Community College District to use Baseball Fields No. 3 and No. 5 at El Cariso Community Regional Park. As an in-kind exchange for use of the baseball fields, the County of Los Angeles will have access to Levels 2 through 4 of an adjacent parking structure belonging to the Los Angeles Community College District for park and golf course patrons, according to the terms and conditions set forth in the Joint Use Agreement.
3. Approve and instruct the Chairman to sign the Joint Use Agreement.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Approval of the recommended actions will approve a new three-year Joint Use Agreement (Agreement) between the County of Los Angeles (County) and the Los Angeles Community College District (District) for the District's use of County baseball fields at El Cariso Community Regional Park (Park) in exchange for the County's use of the District's parking structure adjacent to the Park.

The recommended actions will allow District to use the Park's Baseball Fields No. 3 and No. 5 (Baseball Fields) for team practices and games during its fall season (August through December), spring season (January through June), and summer season (June through August) by submitting requests and schedules to the County's Department of Parks and Recreation (Department), North Community Services Agency (North Agency) no less than three months before each respective season's start date.

As an in-kind exchange for the use of the Park's Baseball Fields, the recommended actions will allow the County to use Levels 2 through 4 (up to a maximum of 750 unreserved parking spaces) of a parking structure (Parking Structure) owned by the District and located adjacent to the Park from 3:00 p.m. to 11:00 p.m. on Fridays, and 6:00 a.m. to 11:00 p.m. on Saturdays, Sundays, and holidays for park and golf course patrons.

Implementation of Strategic Plan Goals

The recommended actions will further the County's Strategic Plan Goals of Operational Effectiveness/Fiscal Sustainability (Goal 1), Community Support and Responsiveness (Goal 2), and Integrated Services Delivery (Goal 3) by ensuring quality recreational infrastructure, and maximizing the effectiveness of processes, structure, operations, and strong fiscal management to support timely delivery of customer-oriented and efficient public services; providing enhanced services, and effectively planning and responding to economic, social, and environmental challenges; and maximizing opportunities to measurably improve client and community outcomes and leverage resources through the continuous integration of health, community, and public safety services, thereby enriching the lives of the people of the County.

FISCAL IMPACT/FINANCING

There will be no impact to the County's General Fund. Approval of the recommended actions would only allow the County to continue to provide standard maintenance to the Baseball Fields pursuant to the Department's existing schedule and regular requirements.

Provided that the District first obtains the Department's written approval, the District will provide, at its sole cost and expense, any additional maintenance to the Baseball Fields to ensure collegiate grade standards are satisfied.

OPERATING BUDGET IMPACT

Based on the recommended actions, the Department does not anticipate additional operating costs. There is sufficient appropriation in the Department's current Operating Budget for the standard maintenance of the Baseball Fields. Any additional maintenance will be performed at the sole cost and expense of the District.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

Section 10900 et seq. and Section 81420 of the Education Code of the State of California authorizes and empowers counties and community college districts to cooperate with each other in organizing, promoting, and conducting joint use of its facilities in recreational and educational programs pursuant to an agreement.

The proposed Agreement has been reviewed and approved by County Counsel as to form.

ENVIRONMENTAL DOCUMENTATION

The proposed Agreement is categorically exempt from the California Environmental Quality Act (CEQA) in accordance with Section 15301 of the State CEQA Guidelines and Class 1(r) of the County's Environmental Document Reporting Procedures and Guidelines, Appendix G, because the Agreement consists of joint use at an existing facility.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

As a result of the recommended actions, the provision of youth sports programs at the Park will be increased, and park and golf course patrons will have access to additional parking accommodations.

The County will provide only its standard level of maintenance to the Baseball Fields, with the District providing any additional maintenance and improvement at its sole cost. Accordingly, no increase in the Park's staff will be required, and existing Park programs will remain unaffected.

CONCLUSION

It is requested that four fully-executed original-ink copies of the Joint Use Agreement and one adopted copy of this Board letter be forwarded to the Department of Parks and Recreation.

Should you have any questions, please contact Natasha Robinson at (213) 351-1980 or nrobinson@parks.lacounty.gov, Joan Rupert at (213) 351-5126 or jrupert@parks.lacounty.gov, Kasey Dizon at (213) 738-2986 or kdizon@parks.lacounty.gov, or Kaye Michelson at (213) 738-2955 or kmichelson@parks.lacounty.gov.

The Honorable Board of Supervisors

12/9/2014

Page 4

Respectfully submitted,

A handwritten signature in blue ink, appearing to read "Russ Guiney", with a stylized flourish at the end.

RUSS GUINEY

Director

RG:NEG:JR:

NR:ner

Enclosures

c: Acting Chief Executive Officer
County Counsel
Executive Officer, Board of Supervisors

Board of Trustees

Los Angeles Community College District

Com. No. BSD1	Business Services	Date: October 8, 2014
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Educational Programs and Institutional Effectiveness and funded by the ESL/Basic Skill Grant increasing the total contract amount from \$16,000 to \$16,451. Total additional cost: \$451

- 4500199836 Pierce. No-cost agreement with the Los Angeles Unified School District ("LAUSD") for use of their LAUSD Headquarters facility at 333 South Beaudry Avenue in Los Angeles, to allow the PACE Program to provide on-site degree classes to LAUSD employees to help meet LAUSD workforce development issues and build the capacity of the classified workforce desired by the LAUSD during the period of September 2, 2014 to September 1, 2016, inclusive.

Total Cost of Section H: \$451

I. LEASES, USE PERMITS AND CIVIC CENTER PERMITS OF DISTRICT FACILITIES

- 4500188916 Mission. Amendment No. 3 to extend agreement with Pacific Oaks College and Children's School for use of classroom space to provide the Bachelor's Degree Program in Child Development classes which are courses not currently available at the college, on Wednesday's and Fridays and occasional weekends, increasing the total contract amount from \$23,500 to \$32,000 from September 3, 2014 to December 12, 2014, inclusive. Total additional income: \$8,500.
- 4500194201 Mission. Correct period of services for agreement with the Department of Parks and Recreation of the County of Los Angeles for joint use of the Los Angeles Mission College Parking Structure levels 2-4 located on the southwestern portion of the main campus, as approved by the Board of Trustees on February 12, 2014 (Com. No. BSD3), from the period from January 1, 2013 to December 31, 2017, inclusive, to the period from December 9, 2014 to December 31, 2017, inclusive.
- 4500203229 Pierce. Agreement with Los Angeles Water Polo Club for use of the swimming pool for water polo practice on designated dates and times for a total of 42 hours during the period of September 3, 2014 to November 20, 2014, inclusive. Total income: \$4,200.
- 4500203331 Pierce. Agreement with Louisville High School for use of the instructional/practice field for soccer practice on designated dates and times for a total of 70.5 hours during the period of September 9, 2014 to February 10, 2015, inclusive. Total income: \$5,288.
- 4500203542 Valley. Agreement with Bass Falafelicious for use of a designated site to sell food and refreshments from Monday through Thursday, 7:00 a.m. to 7:00 p.m., at the rate of \$137.50 per day during the period September 15, 2014 to December 31, 2014, inclusive. Total estimated income: \$8,750.

78314



LOS ANGELES COMMUNITY COLLEGE DISTRICT
770 Wilshire Boulevard
Los Angeles, CA 90017

Contract

Bill To:

Los Angeles Mission College
Business Office
13356 Eldridge Avenue
Sylmar, CA 91342

Vendor Address

COUNTY OF LOS ANGELES
DEPT OF PARKS & RECREATION
NORTHEAST REGION
31320 N. CASTAIC ROAD
CASTAIC CA 91384

Service(s) To:

Los Angeles Mission College
13356 Eldridge Avenue
Sylmar, CA 91342
(818)-364-7600

Information

Contract Number 4500194201
Contract Amount \$ 0.00
Order Date 12/19/2013
Vendor Number 1003571
Payment Terms Payment Due Net 30 days
Requestor/Phone
Confirmed with Jamilitwa Johnson
Start date 01/01/2014
End date 12/31/2017

Contract # must be referenced on all correspondence.

Fund Center Comm Item Fund Center Comm Item

Page 1 of 1

This Contract Number 4500194201, between the Los Angeles Community College District ("LACCD" or "District") and County of Los Angeles, Department of Parks and Recreation ("County"), is pursuant to the following:

Agreement between the County of Los Angeles and the Los Angeles Community College District for Joint Use of El Cariso Fields #3 and #5 and Los Angeles Mission College Parking Structure
Exhibit A - El Cariso Ball Field Improvements
Exhibit B - Los Angeles Mission College Grounds and Parking Structure Levels 2-4
Exhibit C - Standard Maintenance
Exhibit D - Additional Maintenance
RFC No. 10031390



Board of Trustees

Los Angeles Community College District

ACTION

Com. No. BSD3

Division:

Business Services

Date: February 12, 2014

Subject: ADOPT RESOLUTION AUTHORIZING LEASE OF REAL PROPERTY

Adopt a resolution (Attachment 1) authorizing lease of real property in accordance with Education Code Section 81420 to the Department of Parks and Recreation of the County of Los Angeles for joint use of its Los Angeles Mission College Parking Structure levels 2-4 (up to a maximum of 750 unreserved parking spaces) located on the Southwestern portion of the main campus at 13356 Eldridge Avenue, Sylmar in California, during the period from January 1, 2013 through December 31, 2017, inclusive. The parking facility shall be used in exchange for the District's in-kind joint use of El Cariso Park Baseball, Softball and Soccer Fields #3 and #5 located at El Cariso Park at 13100 Hubbard Street in Sylmar, California for Los Angeles Mission College Athletic teams at no charge to the Department of Parks and Recreation for the County of Los Angeles.

Background: The Los Angeles Community College District has determined that the proposed joint occupancy and use of this district facility will not interfere with the educational program or activities. This determination is a result of an assessment made at Mission College that the hours that the County will use the District's parking structure between 3:00 p.m. to 11:00 p.m. Fridays, 6:00 a.m. to 11:00 p.m. Saturdays, Sundays, and Holidays. The parking structure use will not interfere with the academic programs of the college.

Recommended and Approved by: _____

Adriana D. Barrera, Interim Chancellor

Chancellor and
Secretary of the Board of Trustees

By: _____

Date: _____

2/12/2014

Eng _____	Santiago _____
Field _____	Svonkin _____
Moreno _____	Veres _____
Pearlman _____	Griggs _____
Student Trustee Advisory Vote	

**RESOLUTION AUTHORIZING LEASE OF PROPERTY TO THE
DEPARTMENT OF PARKS AND RECREATION FOR THE COUNTY OF LOS
ANGELES**

WHEREAS, Education Code Section 81420 authorizes community college districts to enter into a lease or agreement with a city, county, or city and county for the joint occupancy agreed upon by the parties are appropriate and will not interfere with the educational program or activities of the college; and

WHEREAS, The Los Angeles Community College District ("District") seeks to authorize a lease with the Department of Parks and Recreation of the County of Los Angeles Government ("County"), for use of its Los Angeles Mission College Parking Structure levels 2-4 (up to a maximum of 750 unreserved parking spaces) located on the Southwestern portion of the main campus; and

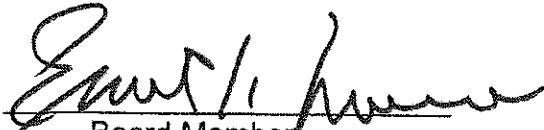
WHEREAS, The County will use the District's parking structure between 3:00 p.m. to 11:00 p.m. Fridays, 6:00 a.m. to 11:00 p.m. Saturdays, Sundays, and Holidays. The parking structure use will not interfere with the academic programs of the college; and

WHEREAS, The term of this lease shall be from January 1, 2013 through December 31, 2017; and

WHEREAS, The District shall not charge a rental fee for use of the facilities by the Department of Parks and Recreation for the County of Los Angeles in exchange for the District's in-kind use of El Cariso Park Baseball, Softball and Soccer Fields #3 and #5 located at El Cariso Park at 13100 Hubbard Street in Sylmar, California for Los Angeles Mission College Athletic teams; and

RESOLVED, That the Los Angeles Community College District Board of Trustees authorizes the lease of real property to the Department of Parks and Recreation for the County of Los Angeles for the terms stated above; and

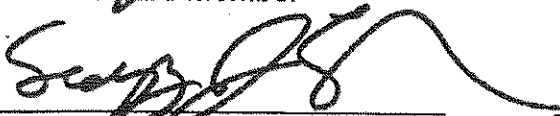
IN WITNESS, of the adoption of the foregoing Resolution by a majority vote of all the members of the Board, we, the members of such Board present and voting thereon, have hereunto set our hands this 12th day of February, 2014.


Board Member

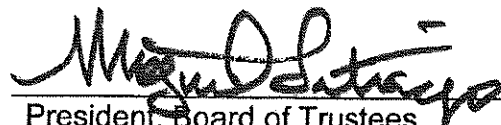

Board Member


Board Member



Board Member


Board Member


Board Member


President, Board of Trustees

Attest:


ADRIANA D. BARRERA
Secretary to the Board of Trustees

**AGREEMENT BETWEEN
THE COUNTY OF LOS ANGELES AND THE LOS ANGELES COMMUNITY
COLLEGE DISTRICT FOR JOINT USE OF EL CARISO PARK BALL FIELDS #3 AND
#5 AND LOS ANGELES MISSION COLLEGE PARKING STRUCTURE**

This Joint Use Agreement ("**Agreement**") is made and entered into this ___ day of _____, 2014 by and between the County of Los Angeles, a body corporate and politic ("**County**"), and the Los Angeles Community College District, a community college district organized and existing pursuant to California law ("**District**").

RECITALS

- A. County is the owner of real property known as El Cariso Park ("**Park**"), located at 13100 Hubbard Street in Sylmar, California, which includes Baseball Fields #3 and #5, shown on Exhibit A, attached hereto and made a part hereof by this reference (collectively, the "**Baseball Fields**"), and El Cariso Golf Course ("**Golf Course**"), located at 13100 Eldridge Street in Sylmar, California.
- B. District is the owner of real property known as Los Angeles Mission College ("**College**"), located at 13356 Eldridge Avenue in Sylmar, California, which includes a certain parking structure, shown on Exhibit B, attached hereto and made a part hereof by this reference ("**Parking Structure**").
- C. District desires use of the Baseball Fields during its fall, spring, and summer baseball seasons and County is willing to grant such use provided District submits, for County's approval, a proposed schedule no less than three (3) months in advance of the start of each of District's seasons.
- D. As an in-kind exchange for use of the Baseball Fields, County desires Friday, weekend and holiday use of the Parking Structure to provide parking for Park and Golf Course patrons attending or participating in recreational events, and District is willing to grant use of Parking Structure levels 2-4 on Fridays, on weekends, and holidays according to the terms and conditions set forth herein.
- E. Section 10900 et seq. and Section 81420 of the Education Code of the State of California authorizes and empowers counties and community college districts to cooperate with each other in organizing, promoting and conducting joint use of its facilities in recreational and educational programs pursuant to an agreement.

NOW THEREFORE, in consideration of the covenants hereinafter contained, District and County agree as follows:

AGREEMENT

1. **Inclusion of Recitals.** The preceding Recitals are incorporated in this Agreement.
2. **Term.** The term of this Agreement will commence on the date that this Agreement is fully executed and will expire on December 31, 2017 unless, terminated earlier for convenience by either party giving the other sixty (60) days written notice.
3. **Modification.** This document may be modified only by further written agreement mutually agreed to between the parties. Any such modification shall not be effective unless executed by District and County.
4. **CEQA Compliance.** The proposed project is categorically exempt from the California Environmental Quality Act according to Section 15301 of the California Environmental Quality Act Guidelines, and Class 1 of the Environmental Document Reports consists of maintenance of existing facilities.
5. **Exhibits.** The following exhibits are attached hereto and incorporated herein by reference:
 - Exhibit A – Baseball Fields #3 and #5
 - Exhibit B – Map of the College and the Parking Structure levels 2-4
 - Exhibit C – County's Department of Parks and Recreation existing Standard Maintenance schedule
 - Exhibit D – District's Additional Maintenance schedule
6. **Title to the Joint Use Facilities.** District hereby acknowledges County's title to the Baseball Fields and any improvements constructed thereon, and County hereby acknowledges District's title to the Parking Structure.
7. **Notices.** All notices, requests, demands or other communications required or desired to be given hereunder, to be legally binding, shall be in writing and may be served personally (including service by any commercial messenger or courier service) or by registered or certified United States mail, return receipt requested, with all postage and fees fully prepaid, addressed to the respective address set both below:

District:
Los Angeles Community College District
Attention: Contracts Manager
770 Wilshire Boulevard, 6th Floor
Los Angeles, California 90017

County:

County of Los Angeles Department of Parks and Recreation
North Community Services Agency
Attention: Deputy Director
31320 North Castaic Road
Castaic, California 91384

8. **District's Use of Baseball Fields #3 and #5.** District shall have use of the Baseball Fields for scheduled baseball and softball team practices and games. District shall reserve its use of the Baseball Fields for team practices and games during its fall season (August through December), spring season (January through June), and summer season (June through August) by submitting requests and schedules to the County's Department of Parks and Recreation ("**Department**"), North Community Services Agency ("**North Agency**") no less than three (3) months before the respective season's start date. The North Agency may place reasonable conditions and/or restrictions upon the District's use of the Baseball Fields in order to ensure fair and equitable use of the Baseball Fields by the community and the District. The parties shall work together in good faith to schedule use of the Baseball Fields in a fair and equitable manner.
9. **Maintenance/Improvements to Baseball Fields #3 and #5.** County shall provide daily, standard maintenance to the Baseball Fields pursuant to the Department's existing schedule and regular requirements, a copy of which are attached hereto as Exhibit C ("**Standard Maintenance**"). Other than the provision of Standard Maintenance, the Department shall have no obligation to provide any maintenance or improvement to the Baseball Fields. District will provide, at its sole cost and expense, additional maintenance to Baseball Fields in order to ensure collegiate grade standard for use of the Baseball Fields for college baseball and softball teams. District's additional maintenance and schedule therefore are attached hereto as Exhibit D ("**Additional Maintenance**"). District may provide, at its sole cost, any maintenance and/or improvement to the Baseball Fields beyond Additional Maintenance, provided that it first obtains the Department's written approval, which will not be unreasonably withheld or delayed.
10. **County's Use of Parking Structure Levels 2-4.** County shall have use of Parking Structure Levels 2-4 (up to a maximum of 750 unreserved parking spaces) for Park and Golf Course patrons during the hours between 3:00 p.m. to 11:00 p.m. Fridays, 6:00 a.m. to 11:00 p.m. Saturdays, Sundays, and holidays. Should County require use of the Parking Structure for any special event not within the normal scope of use for the Park, County shall notify District no less than ten (10) business days before the event and request approval (which approval shall not be unreasonably withheld or delayed) for large scale use of the Parking Structure. County and District shall work cooperatively to ensure proper security, traffic and parking management can be implemented and cost therefore shall be allocated in

a fair and equitable manner. District shall be responsible for maintaining its parking structure in good working order. Availability of parking to the County will be modified depending on whether use is required by the District for educational and campus purposes or special events. District may place reasonable conditions and/or restrictions upon the County's use of the Parking Structure. County's use of the Parking Structure shall not include overnight parking or storage of County vehicles or equipment.

10.1. **Security.** During County's use of the Parking Structure, County Sheriff's Park Bureau shall be responsible for reporting any thefts that occur to any County users of the Parking Structure. During Saturday and Sunday there shall be only one college security officer. Any increase of such security during County's use shall be at the sole expense of the County. During District's use of the Baseball Fields, District shall be responsible for reporting any thefts that occur to any District users of the Baseball Fields. District acknowledges that Parks shall not provide any additional security or increase in patrolling during District's use of the Baseball Fields and that should District desire any increase of security during District's use, such increase shall be at the sole expense of the District.

10.2. **Access to Parking Structure.** County shall have a nonexclusive right to use those paths, walkways, stairs, elevators and lobbies to access the Parking Structure.

11. **Utilities.** District and County shall have the right to use all utilities on the Baseball Fields and Parking Structure respectively at no charge to the other party.

12. **Fees.** District and County shall not charge fees for use of each other's respective Parking Structure and Baseball Fields. Use of the identified Parking Structure and Baseball Fields shall be an in kind exchange between the two parties.

13. **Indemnification.**

13.1. **District's Indemnification.** District shall indemnify, defend and hold harmless County, special districts, its elected officials, officers, employees, agents and volunteers, from and against any and all liability, including but not limited to demands, claims, actions, fees, costs and expenses (including attorney and expert witness fees), arising from or connected with District's Baseball Field use and District's Additional Maintenance.

13.2. **County's Indemnification.** County shall indemnify, defend and hold harmless District, its Board of Trustees, each member of the Board, its officers, employees, agents and volunteers from and against any and all

liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees) arising from or connected with County's use of the Parking Structure.

14. **Insurance.** During the term of this Agreement or as otherwise specified herein, the following insurance requirements shall be in effect. Either party, at its sole option, may elect to use a program of self-insurance, commercial insurance, or any combination thereof, to satisfy its insurance requirements herein.

- 14.1. **General Insurance – District Requirements.** Without limiting District's indemnification of County and at its own expense, District shall provide and maintain the following programs of insurance:

- 14.1.1. General Liability insurance (providing scope of coverage equivalent to ISO policy form CG 00 01) with limits of not less than the following:

General Aggregate:	\$4 million
Each Occurrence	\$2 million

Such insurance shall name the County, its special districts, elected officials, officers, employees, agents and volunteers as additional insureds.

- 14.1.2. Workers Compensation and Employers' Liability insurance or qualified self-insurance satisfying statutory requirements, which includes Employers' Liability coverage with limits of not less than \$1 million per accident.

- 14.1.3. Automobile Liability insurance (providing scope of coverage equivalent to ISO policy form CA 00 01) with a limit of \$1 million for bodily injury and property damage, in combined or equivalent split limits, for each single accident. Insurance shall cover liability arising out of Licensee's use of autos pursuant to this License, including owned, leased, hired, and/or non-owned autos, as each may be applicable.

- 14.1.4. District Contractors. Throughout the period of any construction, District shall require its Contractors to provide and maintain, or District shall provide and maintain, types and limits of insurance coverage appropriate to the project, at no cost to the County. All Contractor insurance shall be primary to and not contributing with any other insurance or self-insurance programs maintained

by District or County. The County and district also shall be named as additional insureds under all Contractor general liability coverage.

- 14.2. **General Insurance – County Requirements.** Without limiting County's indemnification of district and at its own expense, County shall provide and maintain the following programs of insurance.

- 14.2.1. General Liability insurance (providing scope of coverage equivalent to ISO policy form CG 00 01) with limits of not less than the following:

General Aggregate:	\$4 million
Each Occurrence:	\$2 million

Such insurance shall name the District and its Board of Trustees, officers, employees agents and volunteers as additional insureds.

- 14.2.2. Automobile Liability insurance (providing scope of coverage equivalent to ISO policy form CA 00 01) with a limit of \$1 million for bodily injury and property damage, in combined or equivalent split limits, for each single accident. Insurance shall cover liability arising out of Licensee's use of autos pursuant to this License, including owned, leased, hired, and/or non-owned autos, as each may be applicable.

- 14.2.3. Worker's Compensation and Employers' Liability insurance satisfying statutory requirements, which includes Employers' Liability coverage with limits of not less than \$1 million per accident.

- 14.3. **Review of Insurance Requirements.** The types and limits of coverage required under this Agreement may be reviewed annually by the District and the County. Coverages types and limits shall reflect the prevailing practice in the Los Angeles metropolitan area for insuring similar property and casualty risks, and be subject to the mutual agreement of the parties.

15. **Waiver and Modification.** No provision of this Agreement may be modified, amended or added to except by an agreement in writing fully executed by both parties.

16. **Applicable Law.** This Agreement and all rights and obligations arising out of it shall be construed in accordance with the laws of the State of California.

17. **Entire Agreement.** The terms of this Agreement are intended by the parties as a final expression of their agreement with respect to the terms as are included herein, and may not be contradicted by evidence of any prior or contemporaneous agreement.
18. **Severability.** Any provision this Agreement which proves to be invalid, void, or illegal shall in no way affect, impair or invalidate any other provision hereof, and such other provisions shall remain in full force and effect.
19. **Impartial Construction.** The language in all parts of this Agreement shall be in all cases construed as a whole according to its fair meaning and not strictly for or against either the District or County.

IN WITNESS WHEREOF, the District, by order of its Board of Trustees, has caused this Agreement to be duly executed on its behalf by the President of its Board of Trustees and attested by the Clerk thereof, and the County, by order of its Board of Supervisors, has caused this Agreement to be duly executed on its behalf by the Chairman of the Board of Supervisors and attested by the Executive Officer-Clerk thereof, as of the day, month and year first written above.

(Signature Page Follows)

LOS ANGELES COMMUNITY COLLEGE DISTRICT

By: _____

Leila Menzies, Acting Contracts and Purchasing Manager

By: _____

Danny Villanueva, Vice President
Administrative Services
Los Angeles Mission College

ADOPTED
BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

24

DEC 09 2014

COUNTY OF LOS ANGELES, a body
corporate and politic

By: _____

MAYOR, County of Los Angeles.

Patrick Ogawa
PATRICK OGAWA
ACTING EXECUTIVE OFFICER

ATTEST:

PATRICK OGAWA

Acting Executive Officer – Clerk of the
Board of Supervisors

By: _____

Deputy



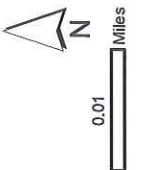
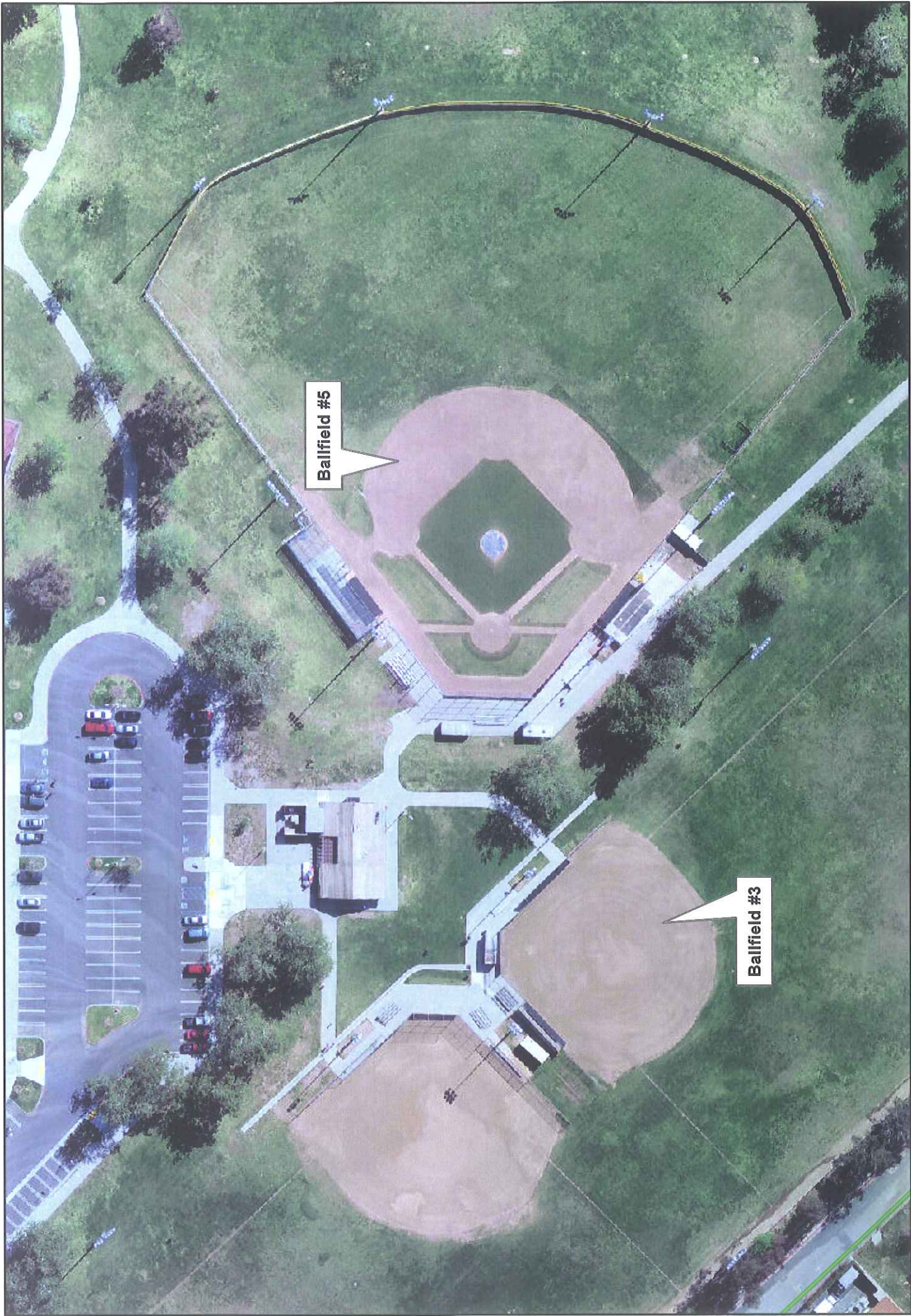
DEC 09 2014

APPROVED AS TO FORM:

MARK J. SALADINO
County Counsel

By: _____

Claudia Gutierrez, Deputy



EL CARISO BALL FIELD IMPROVEMENTS-EXHIBIT A

County of Los Angeles Department of Parks and Recreation



Date: 09/20/2011
Map Prepared By: JSM
Artist: LAR-JACZ
Scale: 1" = 100' (Horizontal)
North Arrow: True North
Title: DPR

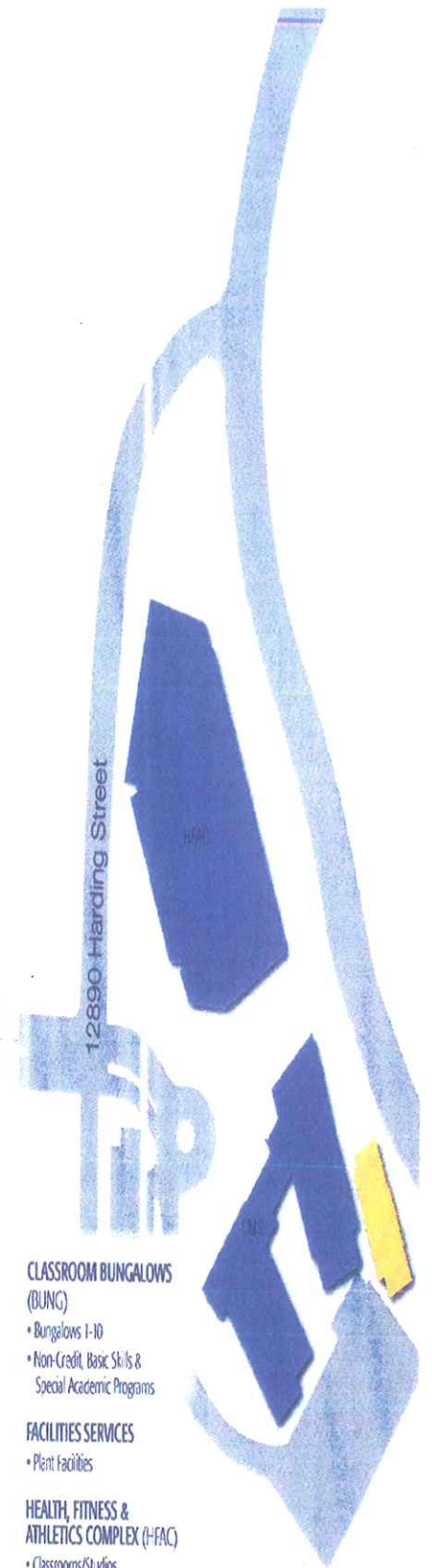
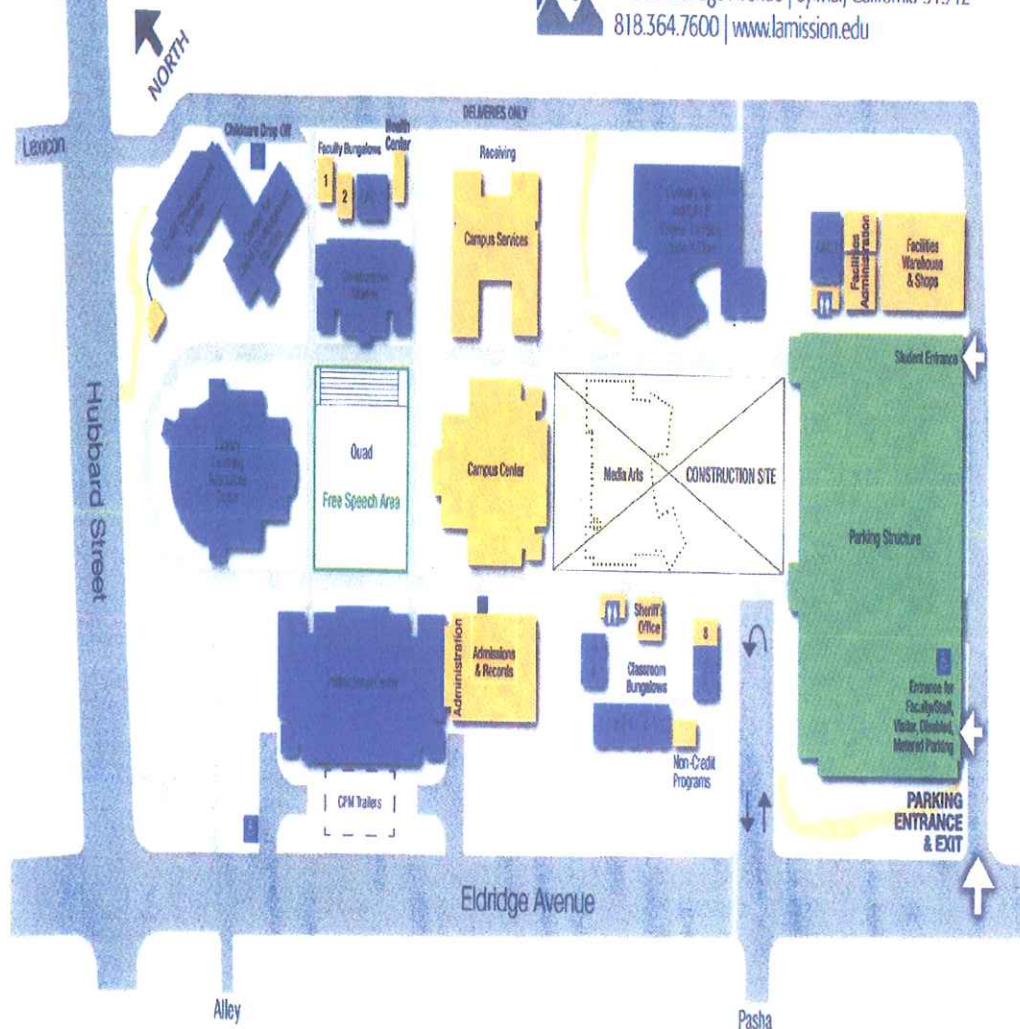
**EXHIBIT B
MISSION COLLEGE GROUNDS AND
PARKING STRUCTURE LEVELS 2-4**



Los Angeles Mission College

13356 Eldridge Avenue | Sylmar, California 91342

818.364.7600 | www.lamission.edu



**CENTER FOR CHILD
DEVELOPMENT STUDIES (CCDS)**

- Child Development Center
- FCC-IN Office

LIBRARY/LRC

- 1st Floor (Lower level)
 - Media Production/Multimedia Labs
- 2nd Floor (Ground level)
 - Vice President of Student Services
 - Computer-Aided Instruction
 - Electronic Training Rooms
 - Learning Center
 - Teleconference Room
- 3rd Floor (Top level)
 - Library

INSTRUCTIONAL BUILDING (INST)

- 1st Floor
 - Classrooms 1001-1018
 - Disabled Student Services
 - Faculty Offices
- 2nd Floor
 - Classrooms 2001-2003
 - Computer Science Lab
 - Computer & Office Applications Center

ADMINISTRATION WING

- Vice President of Academic Affairs
- Academic Affairs
- Admissions & Records
- Counseling • EOPS
- Financial Aid & Scholarships
- Information Booth

FACULTY OFFICE BUNGALOWS

- Faculty Bungalows 1 & 2

COLLABORATIVE STUDIES (CSB)

- 1st Floor
 - Classrooms 101-111
 - Faculty Offices
- 2nd Floor
 - Classrooms 201-208

CAMPUS SERVICES (CMPS)

- Office of the President
- Vice President of Administrative Services
- Business Office
- Fiscal Services
- Human Resources
- Mail Room/Photocopies
- Purchasing
- Receiving
- Student Activities
- Transfer Center

CULINARY ARTS (CAI)

- Culinary Arts Institute
- Eagles' Landing Student Store

CAMPUS CENTER (CMPC)

- 1st Floor (Lower level)
 - Assessment • ASO Office
 - International Students Office
 - ITV • Math Center • Coop Ed
 - Student Support Services (TRIO)
 - Veterans Office
- 2nd Floor (Ground level)
 - Assembly Area
 - Audio-Visual
 - Meeting Rooms 1-6
 - Student Community Center

**CLASSROOM BUNGALOWS
(BUNG)**

- Bungalows 1-10
- Non-Credit, Basic Skills & Special Academic Programs

FACILITIES SERVICES

- Plant Facilities

**HEALTH, FITNESS &
ATHLETICS COMPLEX (H-FAC)**

- Classrooms/Studios
- Fitness Center
- Gymnasium

**CENTER FOR MATH & SCIENCE
(CMS)**

- Classrooms/Labs

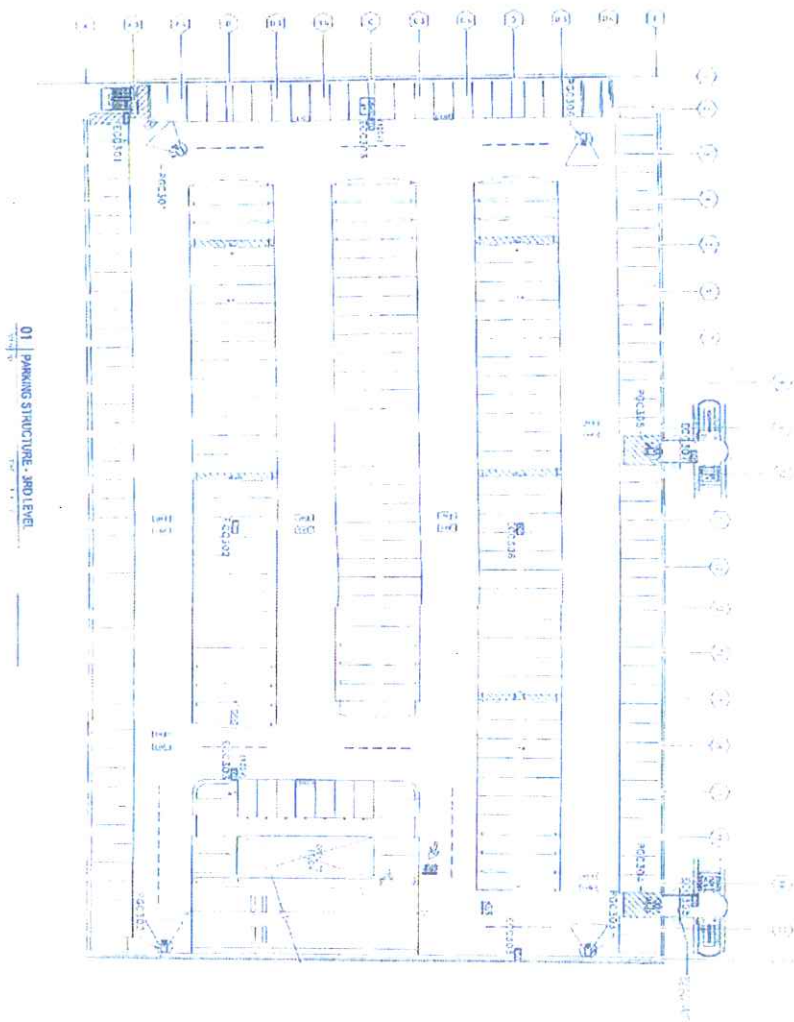


Exhibit B

Exhibit B

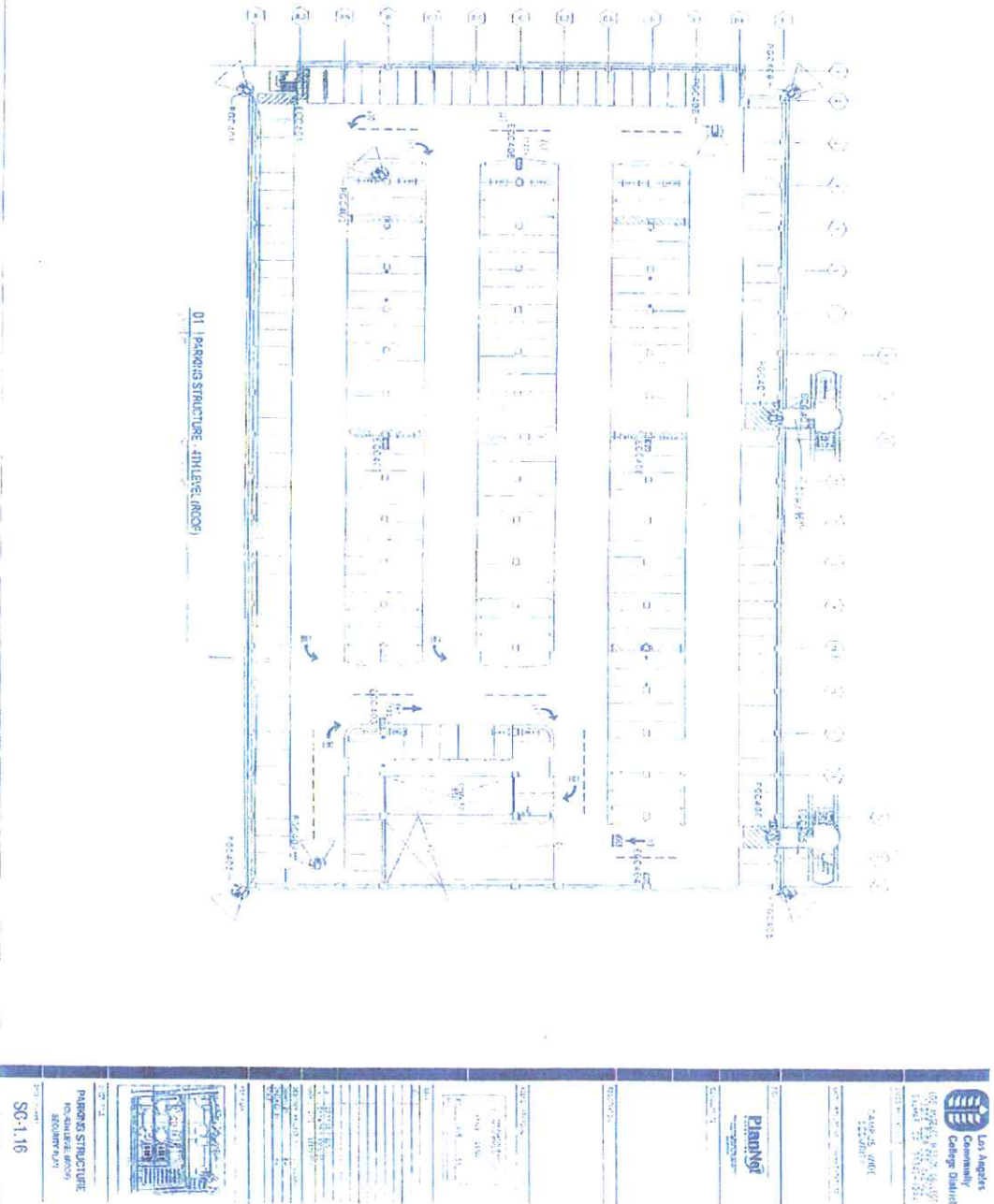


Exhibit C

Standard Maintenance

1. Mowing
2. Irrigation repair
3. Dragging of infield
4. Periodic edging
5. Periodic fertilization
6. Periodic over-seeding

Exhibit D

Additional Maintenance

1. Grading
2. Installation of new in-field mix
3. Pitching mound reconstruction
4. Turf maintenance